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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CEDRIC BONDS,  
Plaintiff,  
v.

SECURITY CREDIT SERVICES, LLC;  
EXPERIAN INFORMATION  
SOLUTIONS, INC.; EQUIFAX  
INFORMATION SERVICES LLC, and  
TRANSUNION LLC,  
Defendants.

Case No.: 8:23-cv-857

**Complaint for Damages:**

- 1. Violation of Fair Credit Reporting Act**
- 2. Violation of California Rosenthal Fair Debt Collection Practices Act**

Plaintiff, Cedric Bonds, by and through undersigned counsel, upon information and belief, hereby complains as follows:

**I. INTRODUCTION**

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") and the California Rosenthal Fair Debt Collection Practices Act ("RFDCPA") whereby Plaintiff discovered inaccurate information reporting on his consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.



## II. PARTIES

2. Plaintiff is, and was at all times hereinafter mentioned, a resident of the County of Orange, California.

3. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by 15 U.S.C. §1681a(3).

4. Defendant, Security Credit Services, LLC (“Security Credit”) is and at all times relevant hereto was, a lending institution regularly doing business in the State of California.

5. At all times pertinent hereto, Defendant Security Credit is a “person” as that term is defined in 15 U.S.C. §1681a(b) and Cal. Civ. Code § 1788.2(g), and also a “furnisher” of credit information as that term is described in 15 U.S.C. §1681s-2 *et seq.*

6. Defendant Security Credit was at all relevant times engaged in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5) and Cal. Civ. Code § 1788.2(d).

7. Defendants Security Credit is a “debt collector” as defined by 15 U.S.C. § 1692a(6) and Cal Civ. Code § 1788.2(c).

8. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit reporting agency, licensed to do business in California.

9. Defendant Experian is, and at all times relevant hereto was, regularly doing business in the State of California.

10. Experian is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

11. Experian furnishes such consumer reports to third parties under contract for monetary compensation.

12. At all times pertinent hereto, Defendant Experian was a “person” and “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit



1 reporting agency, licensed to do business in California.

2 14. Defendant Equifax is, and at all times relevant hereto was, regularly doing  
3 business in the State of California.

4 15. Equifax is regularly engaged in the business of assembling, evaluating, and  
5 disbursing information concerning consumers for the purpose of furnishing consumer  
6 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

7 16. Equifax furnishes such consumer reports to third parties under contract for  
8 monetary compensation.

9 17. At all times pertinent hereto, Defendant Equifax was a “person” and  
10 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

11 18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,  
12 licensed to do business in California.

13 19. Defendant TransUnion is, and at all times relevant hereto was, regularly  
14 doing business in the State of California.

15 20. TransUnion is regularly engaged in the business of assembling, evaluating,  
16 and disbursing information concerning consumers for the purpose of furnishing  
17 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

18 21. TransUnion furnishes such consumer reports to third parties under contract  
19 for monetary compensation.

20 22. At all times pertinent hereto, Defendant TransUnion was a “person” and  
21 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

### 22 23 **III. JURISDICTION AND VENUE**

24 23. That the Court has jurisdiction over this action pursuant to 15 U.S.C. §  
25 1681p, the Fair Credit Reporting Act (“FCRA”).

26 24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) and as the  
27 Plaintiff resides in and the injury occurred in Orange County, California and Defendants  
28 do business in California.



1           25. Personal jurisdiction exists over Defendants as Plaintiff resides in  
2 California, Defendants have the necessary minimum contacts with the state of California,  
3 and this suit arises out of specific conduct with Plaintiff in California.

#### 4                                   IV.           FACTUAL ALLEGATIONS

5           26. Plaintiff is a consumer who is the victim of inaccurate reporting by  
6 Defendants Security Credit, Experian, Equifax and TransUnion (collectively,  
7 “Defendants”), and has suffered particularized and concrete harm.

8           27. Equifax, Experian and TransUnion are the three largest consumer reporting  
9 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

10          28. The CRAs’ primary business is the sale of consumer reports (commonly  
11 referred to as “credit reports”) to third parties and consumers.

12          29. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow  
13 reasonable procedures to ensure that the consumer reports they sell meet the standard of  
14 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

15          30. Plaintiff discovered a Security Credit account# 481382X (the “Account”)  
16 reporting on his Experian, Equifax and TransUnion credit reports in error.

17          31. The Account reports a late balance due and owing with a derogatory  
18 collection charge-off status in error.

19          32. During the course of repayment of the Account, Plaintiff entered into a  
20 settlement agreement with Pentagon Federal Credit Union for full and final settlement  
21 of Plaintiff’s obligation with respect to the Account.

22          33. In spite of receiving the full benefit of payment in full on the Account, and  
23 releasing Plaintiff from liability on the Account, Defendant Security Credit continued,  
24 erroneously, to report a balance due and owing with derogatory charge-off status on the  
25 Account to Experian, Equifax, and Trans Union.

26          34. The false information regarding the Account appearing on Plaintiff’s  
27 consumer report harms the Plaintiff because it does not accurately depict Plaintiff’s  
28 credit history and creditworthiness.



**PLAINTIFF'S WRITTEN DISPUTE**

35. On or about March 2, 2023, Plaintiff sent a written dispute to Experian ("Experian Dispute"), disputing the inaccurate information regarding the Account reporting on Plaintiff's Experian consumer report.

36. On or about March 2, 2023, Plaintiff sent a written dispute to Equifax ("Equifax Dispute"), disputing the inaccurate information regarding the Account reporting on Plaintiff's Equifax consumer report.

37. On or about March 2, 2023, Plaintiff sent a written dispute to TransUnion ("TransUnion Dispute"), disputing the inaccurate information regarding the Account reporting on Plaintiff's TransUnion consumer report.

38. Upon information and belief, Experian, Equifax and TransUnion forwarded Plaintiff's Experian Dispute, Equifax Dispute, and TransUnion Dispute ("Dispute Letters") to Defendant Security Credit.

39. Upon information and belief, Security Credit received notification of Plaintiff's Dispute Letters from Experian, Equifax and TransUnion.

40. Upon information and belief, Security Credit verified the erroneous information associated with the Account to Experian, Equifax and TransUnion.

41. Security Credit failed to conduct an investigation, contact Plaintiff, contact third-parties, or review underlying account information with respect to the disputed information and the accuracy of the Account.

42. Experian, Equifax and TransUnion each did not conduct an investigation, contact Plaintiff, contact third-parties, or review underlying account information with respect to the disputed information and the accuracy of the Account.

43. Upon information and belief, Security Credit failed to instruct Experian, Equifax and TransUnion to remove the false information regarding the Account reporting on Plaintiff's consumer reports.

44. Experian, Equifax and TransUnion employed an investigation process that was not reasonable and did not remove the false information regarding the Account



1 identified in Plaintiff's Dispute Letters.

2 45. At no point after receiving the Dispute Letters did Security Credit, Experian,  
3 Equifax and TransUnion communicate with Plaintiff to determine the veracity and extent  
4 of Plaintiff's Dispute Letters.

5 46. Experian, Equifax and TransUnion relied on their own judgment and the  
6 information provided to them by Security Credit rather than grant credence to the  
7 information provided by Plaintiff.

8 47. The Plaintiff was denied credit and/or refrained from needed credit  
9 applications due to the erroneous information associated with the Account.

10  
11 **COUNT I – EXPERIAN**

12 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

13 48. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully  
14 set forth herein.

15 49. After receiving the Experian Dispute, Experian failed to correct the false  
16 information regarding the Account reporting on Plaintiff's Experian consumer report.

17 50. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or  
18 to follow reasonable procedures to assure maximum possible accuracy in the preparation  
19 of the credit reports and credit files Defendant Experian published and maintained  
20 concerning Plaintiff.

21 51. As a result of this conduct, action and inaction of Defendant Experian,  
22 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
23 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
24 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
25 the trier of fact.

26 52. Defendant Experian's conduct, action, and inaction were willful, rendering  
27 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
28 §1681n.



53. In the alternative, Defendant Experian was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

54. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

## **COUNT II – EXPERIAN**

### **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

55. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

56. After receiving the Experian Dispute, Experian failed to correct the false information regarding the Account reporting on Plaintiff's Experian consumer report.

57. Defendant Experian violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

58. As a result of this conduct, action and inaction of Defendant Experian, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

59. Defendant Experian's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

60. In the alternative, Defendant Experian was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

61. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Experian pursuant to 15 U.S.C. §1681n and/or §1681o.



**COUNT III – EQUIFAX**

**FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

62. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

63. After receiving the Equifax Dispute, Equifax failed to correct the false information regarding the Account reporting on Plaintiff's Equifax consumer report.

64. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files Defendant Equifax published and maintained concerning Plaintiff.

65. As a result of this conduct, action and inaction of Defendant Equifax, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

66. Defendant Equifax's conduct, action, and inaction were willful, rendering Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

67. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

68. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

**COUNT IV – EQUIFAX**

**FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

69. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.



70. After receiving the Equifax Dispute, Equifax failed to correct the false information regarding the Account reporting on Plaintiff's Equifax consumer report.

71. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

72. As a result of this conduct, action and inaction of Defendant Equifax, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

73. Defendant Equifax's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

74. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

75. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

## COUNT V – TRANSUNION

**FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

76. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

77. After receiving the TransUnion Dispute, TransUnion failed to correct the false information regarding the Account reporting on Plaintiff's TransUnion consumer report.

78. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files Defendant TransUnion published and



1 maintained concerning Plaintiff.

2 79. As a result of this conduct, action and inaction of Defendant TransUnion,  
3 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
4 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
5 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
6 the trier of fact.

7 80. Defendant TransUnion's conduct, action, and inaction were willful,  
8 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15  
9 U.S.C. §1681n.

10 81. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to  
11 recover damages under 15 U.S.C. §1681o.

12 82. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
13 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

14  
15 **COUNT VI – TRANSUNION**

16 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

17 83. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully  
18 set forth herein.

19 84. After receiving the TransUnion Dispute, TransUnion failed to correct the  
20 false information regarding the Account reporting on Plaintiff's TransUnion consumer  
21 report.

22 85. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete  
23 inaccurate information in Plaintiff's credit files after receiving actual notice of such  
24 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain  
25 reasonable procedures with which to filter and verify disputed information in Plaintiff's  
26 credit files.

27 86. As a result of this conduct, action and inaction of Defendant TransUnion,  
28 Plaintiff suffered damage, and continues to suffer, actual damages, including economic



1 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
 2 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
 3 the trier of fact.

4 87. Defendant TransUnion's conduct, action, and inaction were willful,  
 5 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
 6 §1681n.

7 88. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff  
 8 to recover damages under 15 U.S.C. §1681o.

9 89. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
 10 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

#### 11 **COUNT VII – SECURITY CREDIT**

##### 12 **Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

13 90. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully  
 14 set forth herein.

15 91. After receiving the Dispute Letters, Security Credit failed to correct the false  
 16 information regarding the Account reporting on Plaintiff's consumer report.

17 92. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly  
 18 investigate Plaintiff's disputes of Defendant Security Credit's representations; by failing  
 19 to review all relevant information regarding Plaintiff's disputes; by failing to accurately  
 20 respond to credit reporting agencies; by verifying false information; and by failing to  
 21 permanently and lawfully correct its own internal records to prevent the re-reporting of  
 22 Defendant Security Credit's representations to consumer credit reporting agencies,  
 23 among other unlawful conduct.

24 93. As a result of this conduct, action, and inaction of Defendant Security  
 25 Credit, Plaintiff suffered damages, and continues to suffer, actual damages, including  
 26 economic loss, damage to reputation, emotional distress, and interference with Plaintiff's  
 27 normal and usual activities for which Plaintiff seeks damages in an amount to be  
 28



1 determined by the trier of fact.

2 94. Defendant Security Credit's conduct, action, and inaction were willful,  
3 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
4 §1681n.

5 95. In the alternative, Defendant Security Credit was negligent, entitling  
6 Plaintiff to recover damages under 15 U.S.C. §1681o.

7 96. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
8 Security Credit pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

9  
10 **COUNT VIII – Security Credit**

11 **Rosenthal Fair Debt Collection Practices Act – Cal Civ. Code § 1788.17**

12 97. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully  
13 set forth herein.

14 98. Security Credit violated the RFDCPA at Cal. Civ. Code § 1788.17 as a debt  
15 collector collecting or attempting to collect a consumer debt and failing to comply with  
16 the provisions of Sections § 1692e(2)(a) and § 1692e(8), inclusive, of, and shall be  
17 subject to the remedies in Section § 1692k of, Title 15 of the United States Code.

18  
19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants  
21 for willful noncompliance of the Fair Credit Reporting Act and seeks their statutory  
22 remedies as defined by 15 U.S.C. § 1681 and demands:

- 23 A. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.  
24 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;  
25 B. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful  
26 violation;  
27 C. The costs of instituting this action together with reasonable attorney's fees  
28 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and



1 D. Any further legal and equitable relief as the court may deem just and proper in  
2 the circumstances.

3  
4 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Security  
5 Credit for noncompliance of the Rosenthal Fair Debt Collection Practices Act and seeks  
6 remedies as defined by Cal. Civ. Code § 1788.30 and demands:

- 7 A. Adjudging that Security Credit violated Cal. Civ. Code § 1788.17;  
8 B. Statutory damages, pursuant to Cal. Civ. Code § 1788.30b, in the amount of  
9 \$1,000.00;  
10 C. Actual damages to be proven at trial, pursuant to Cal. Civ. Code § 1788.30a;  
11 D. The costs of instituting this action together with reasonable attorneys' fees and  
12 costs incurred in this action pursuant to Cal. Civ. Code § 1788.30c;  
13 E. Any further legal and equitable relief as the court may deem just and proper in the  
14 circumstances.

15  
16 Respectfully submitted May 16, 2023.

17  
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